

Panaji, 2nd January, 2020 (Pausa 12,1941)

SERIES II No. 40

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 39 dated 26-12-2019 namely, Extraordinary dated 30-12-2019 from pages 709 to 710 regarding Notification from Goa Legislature Secretariat.

GOVERNMENT OF GOA

Department of Education, Art & Culture

Directorate of Education

Order

No. 1-(2)-18-2017/SE/161

Government is pleased to transfer on deputation Ms. Geraldina L. Mendes, from the cadre of Deputy Education Officer/Principal, Teachers Training College/Principal, Higher Secondary School/Vocational Education Officer/Deputy Director of S.I.E., presently posted as Principal, Government Higher Secondary School, Baina, Vasco as Joint Secretary, Goa Board of Secondary & Higher Secondary Education, Alto Betim with immediate effect.

She shall be on deputation initially for a period of three (3) years with effect from the date of her joining and shall be governed by the standard terms of deputation as contained in the O.M. No. 13/4/74-PER dated 20-11-2013 and as amended from time to time.

Smt. Neeta P. Naik, Vice-Principal, Government Higher Secondary School, Baina, Vasco shall hold the Additional charge of Principal, Government Higher Secondary School, Vasco in addition to her own duties until further orders.

Ms. Geraldina L. Mendes, Principal, Government Higher Secondary School, Baina, Vasco shall hand over her charge to Smt. Neeta P. Naik, Vice-Principal, Government Higher Secondary School, Baina, Vasco and get herself relieved.

The date of joining shall be communicated to this office.

This issues with the concurrence of the GPSC vide letter No. COM/II/4/15/(1)/2019/1210 dated 31-10-2019.

By order and in the name of the Governor of Goa.

Vandana Rao, IAS, Director & ex officio Joint Secretary (Education).

Porvorim, 25th November, 2019.

Directorate of Technical Education

College Section

Order

No. 16/150/Confirmation/GEC/04/PF.II/3022

On the recommendations of the Goa Public Service Commission as conveyed vide their letter No. COM/II/12/18(1)/2019/266 dated 02-12-2019, the Government of Goa is pleased to declare the following Group 'A' Gazetted Officer of Goa College of Art, Altinho, Panaji-Goa to have satisfactorily completed his probation period and confirm him in the post with effect from the date mentioned in the respective column against his names.

Sr. No.	Name of faculty	Designation	Date of completion of probation period
1.	Shri Mahesh V. Vengurlekar	Principal	26-12-2002.

By order and in the name of the Governor of Goa.

Dr. Vivek B. Kamat, Director & ex officio Addl. Secretary (Technical Education).

Porvorim, 26th December, 2019.

Order

No. 16/150/Confirmation/GEC/04/P.F.II/3023

On the recommendations of the Goa Public Service Commission as conveyed vide their letter No. COM/II/12/18(1)/2018/269 dated 02-12-2019, the Government of Goa is pleased to declare the following Group 'A' Gazetted Officers of Goa College of Engineering, Farmagudi, Ponda-Goa to have satisfactorily completed their probation period and confirm them in the post with effect from the date mentioned in the respective column against their names.

Sr. No.	Name of faculty	Designation	Date of completion of probation period
1.	Dr. Vinayak N. Shet	Professor in Electrical & Electronics Engineering	28-08-2006.
2.	Dr. J. A. Laxminarayana	Professor in Computer Engineering	23-06-2010.
3.	Dr. Ameeta G. S. Amonkar	Professor in Electronics & Telecommunication Engineering	03-07-2012.

By order and in the name of the Governor of Goa.

Dr. Vivek B. Kamat, Director & ex officio Addl. Secretary (Technical Education).

Porvorim, 26th December, 2019.

**Department of Forest****Order**

No. MS-REV.PF/DCF/WP/2018-19/393

Ref.: 1) Notification No. MS-REV.PF/DCF/WP/2018-19/989/296 dated 23-08-2019.

2) Addendum No. MS-REV.PF/DCF/WP/2018-19/316 dated 10-10-2019.

3) Order No. MS-REV.PF/DCF/WP/2018-19/383 dated 13-12-2019.

Government is pleased to constitute 07 inspection teams to carry out site inspection of the properties as per Annexure in respect of the identified Private Forest by the Review Committee in its report dated 21-06-2019.

The 07 site inspection teams shall be headed by the respective Inspector of Settlement and Land Records (ISLR) of talukas with the Range Forest Officers and Talathi of respective Saza as other two members of the team.

The 07 site inspection teams are as follows:-

1) Tiswadi Taluka:

- 1) Inspector of Settlement and Land Records (ISLR).
- 2) Shri Deepak Betqueikar, Range Forest Officer.
- 3) Talathi.

2) Bardez and Pernem Taluka:

- 1) Inspector of Settlement and Land Records (ISLR).
- 2) Shri Geerish G. Bailudkar, Range Forest Officer.
- 3) Talathi.

3) Satari and Bicholim Taluka:

- 1) Inspector of Settlement and Land Records (ISLR).
- 2) Shri Shamsunder L. Gawas, Range Forest Officer.
- 3) Talathi.

4) Ponda and Dharbandora Taluka:

- 1) Inspector of Settlement and Land Records (ISLR).
- 2) Shri Vivek Gaonkar, Range Forest Officer.
- 3) Talathi.

5) Salcete and Marmugao Taluka:

- 1) Inspector of Settlement and Land Records (ISLR).
- 2) Shri Prakash Naik, Range Forest Officer.
- 3) Talathi.

6) Quepem and Sanguem Taluka:

- 1) Inspector of Settlement and Land Records (ISLR).
- 2) Shri Siddesh Gaude, Range Forest Officer.
- 3) Talathi.

7) Canacona Taluka:

- 1) Inspector of Settlement and Land Records (ISLR).
- 2) Shri Sangam Gawas, Range Forest Officer.
- 3) Talathi.

The site inspection teams shall submit their respective reports to the Jt. Secretary (Revenue), Chairman of the Review Committee by 06-01-2020, so as to enable the committee to finalize the Review

Committee report dated 21-06-2019 for onward submission to Government on or before 10-01-2020.

This issues with the approval of the Government.

By order and in the name of the Governor of Goa.

Shaila G. Bhosle, Under Secretary (Forests).

Porvorim, 30th December, 2019.

Department of General Administration

Addendum

No. 37/5/2019-GAD-III/4182

Read: Notification No. 37/5/2019-GAD-III/3287 dated 10-10-2019.

The following Clause shall be added in the Notification of Annexure-III in the list of the Restricted Holiday for the year 2020 read in the preamble:-

"Feast of St. Joseph Vaz (47) January 16, Thursday".

By order and in the name of the Governor of Goa.

Shripad Arlekar, Under Secretary (GA-I).

Porvorim, 24th December, 2019.

Department of Labour

Notification

No. 28/2/2019-LAB/Part-I/818

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 06-11-2019 in Ref. No. IT/55/07 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 10th December, 2019.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding Officer)

Ref. No. IT/55/07

Workmen

Rep. by the President,
Goa Trade & Commercial Workers' Union,
2nd Floor, Velho's Bldg.,
Panaji-Goa. ... Workmen/Party I

V/s

M/s Adelphi Pharmaceuticals,
Tivim Industrial Estate,
Karaswada, Mapusa, Goa. ... Employer/Party II

Workmen/Party I represented by Ld. Adv. Shri Suhaas Naik.

Employer/Party II represented by Ld. Adv. Shri M. S. Bandodkar.

AWARD

(Delivered on this 6th day of the month of
November, of the year 2019)

By Order dated 13-9-2007, bearing No. 28/50/2006-LAB/855, the Government of Goa in exercise of powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication.

"(a) Whether the action of the management of M/s. Adelphi Pharmaceuticals, Thivim Industrial Estate, Karaswada, Mapusa, Goa, in terminating the services of following thirteen workmen with effect from 31-03-2005, is legal and justified?"

Sr. No.	Name of the workman
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1. Ms. Arati R. Salgaokar.
2. Ms. Shivani S. Dabholkar.
3. Ms. Usha Anant Harmalkar.
4. Mr. Satish M. Satoskar.
5. Mr. Pradeep Mhamal.
6. Ms. Chandan Kalangutkar.
7. Ms. Bhageshri Naik.
8. Ms. Suchita S. Harmalkar.
9. Ms. Sarita T. Halankar.
10. Ms. Ekta E. Shirodkar.
11. Ms. Anuradha A. Parab.
12. Ms. Asha Bicholkar.
13. Mr. Parshuram B. Patkar.

(2) If not, to what relief the workmen are entitled?"

2. Upon receipt of the reference, IT/55/07 was registered. Notices were issued to both the parties under registered post, upon which both the parties were served. Party I thereafter filed a Claim statement at Exh.5 and the Party II filed a Written statement at Exh. 6.

3. In short, the case of the Party I is that the Party II is engaged in manufacturing and supply of pharmaceuticals products having its factory at Thivim Industrial Estate, Thivim. The Party I workmen are 13 permanent workmen employed at the factory engaged in permanent and core operations. The Managing Director of Party II on 31-3-2005 called all the workmen in his cabin in presence of other management staff and informed that they are selling the factory to the other party and that they want clearance of all the workmen before they take over the factory and that all the workmen must resign and in case they do not, their services would be terminated without any compensation. The Managing Director obtained the signatures of all the workmen on the resignation letters under threat, duress and force and forcibly handed over some amount to them purported to be their final dues. The Party I never voluntarily resigned from the services and had no intention of resigning from their services. The management has also not paid them their correct legal dues. The Party I union raised the dispute before the office of the Labour Commissioner and the Party II came out with a defense that they have signed a Memorandum of Settlement dated 31-03-2005. There is however no mention as to under what provision the purported Settlement dated 31-03-2005 had been entered into and whether the workmen had given an authority to the alleged union to sign the purported settlement or whether it is registered or not with the competent authority prescribed under the statute. The purported Settlement dated 31-03-2005 is therefore illegal, unjustified and bad in law and contracting out the statutory provisions of the applicable law.

4. The Party I also claimed that the Party II has blatantly violated Section 25-FFA, 25-FFF and 25-F of the Act and had used pressure tactics and lured some of the workmen by giving them extra benefits to sign the said purported settlement which is totally one sided favouring the management. The present case is an act of unfair labour practice adopted by the employer to get rid of the permanent workmen under the pretext of signing the purported Memorandum of Settlement dated 31-03-2005 which is illegal, unjustified, bad in law, unfair, one-sided and totally favouring the management. The Party II after terminating the services of the workmen restarted the manufacturing operations at the place of its establishment at Thivim and at present the factory of the Party II is fully operational with recruitment of new workers in place of Party I workmen. There is no closure of the business activities of the Party

II at its factory. It was obligatory on the part of Party II to send intimation letters to Party I workmen asking them to report for work and preference in employment ought to have been given by Party II to the Party I workmen involved in the present reference and hence the said action of the Party II is illegal, unjustified and bad in law. The Party I workmen are therefore entitled for reinstatement with full back wages and continuity in service.

5. In the Written statement, the Party II has claimed that at no point of time the company has terminated the services of 13 workmen concerned in the reference. The said employees have voluntarily resigned from the employment of the company and their resignations cannot be termed as termination. The workmen concerned in the reference after resignation voluntarily accepted all the dues and nothing is payable to them. The Party II signed a valid settlement with the workers after they voluntarily resigned and severed their relationship. The Party I union has no locus standi to represent the workmen concerned in the reference. All the workers have accepted the benefits arising out of settlement signed with the Union. The Party II after paying all the dues to the workmen including ex-gratia closed its activities at the said establishment. Only 13 workmen out of 56 workmen have raised the dispute only after voluntarily resigning and accepting the benefits. The entire reference is bad in law, not maintainable and ought to be rejected in limine. The Party I is therefore not entitled for any relief.

6. In the rejoinder at Exh. 7, the Party I has denied the case set up by the Party II in the written statement.

7. Issues that came to be framed at Exh. 9 are as follows:

- (1) Whether the Party I/workmen prove that their resignation letters were obtained under threat, duress, force and coercion?
- (2) Whether the Party I/workmen prove that they were forced to accept the amount purported to be final dues?
- (3) Whether the Party I/workmen prove that they have not been paid correct legal dues?
- (4) Whether the Party I/workmen prove that the settlement dated 31-3-2005 is illegal and unjustified?
- (5) Whether the Party I/workmen prove that their termination is illegal?

- (6) Whether the Party II proves that the Goa Trade and Commercial Workers Union have no locus standi to represent the workmen?

8. In the course of evidence, the Party I examined Shri R. D. Mangueshkar as witness No. 1 and produced on record a copy of unionization letter dated 5-10-2005 sent by Union to Party II and AD slip along with a copy of resolution at Exh. 16 colly, a copy of dispute dated 7-10-2005 at Exh. 17, a copy of dispute dated 12-1-2010 raised by the Union at Exh. 18, a copy of dispute dated 27-3-2007 raised by Union before Secretary, Labour at Exh. 19, a copy of the failure report along with minutes of proceedings at Exh. 20 colly, a copy of dispute dated 23-4-2008 raised by the Union at Exh. 21 and a copy of names of the workmen along with Annexure showing their salary, date of joining etc. at Exh. 22 colly. The Party I also examined Shri Rupesh Kothambikar and Shri Govind Sirsat who produced on record a copy of extract of Form 9 at Exh. 70 and a copy of details of Provident Fund remittances by Party II at Exh. 71.

9. On the other hand, the Party II examined Mrs. Lourdes D'Souza as witness and produced on record a copy of settlement dated 31-3-2005 along with annexures at Exh. 37 colly, a copy of letter dated 22-10-2005 by Party II to Party I at Exh. 38, a copy of letter dated 19-10-2005 by Party II to Union at Exh. 39, a copy of letter dated 12-1-2006 by Party II to ALC, Panaji at Exh. 40, a copy of letter dated 3-11-2005 by Party II to ALC, Mapusa at Exh. 41, a copy of letter dated 9-12-2005 by Party II to ALC, Panaji at Exh. 42, a copy of minutes held before ALC at Exh. 43, a copy of letter dated 3-6-2006 by Party II to ALC at Exh. 44, a copy of failure report dated 18-7-2006 at Exh. 45, copies of resignation letters of 13 workmen along with enclosures at Exh. 46 colly to Exh. 58 colly. and copies of Service certificates of 13 workmen at Exh. 61 colly.

10. Heard arguments. Notes of Written arguments came to be placed on record by Party II.

11. I have gone through the records of the case and have duly considered the arguments advanced. My answers to the above issues are as follows:

Issue No. 1	...	In the Negative.
Issue No. 2	...	In the Negative.
Issue No. 3	...	In the Negative.
Issue No. 4	...	In the Negative.
Issue No. 5	...	In the Negative.
Issue No. 6	...	In the Negative.

REASONS

Issue Nos. 1, 2, 3 and 4:

12. Learned Advocate Shri Suhaas Naik for the Party I has submitted that the Managing Director of the Party II called all the workmen in his cabin and informed that they have decided to sell the factory to the other party and all the workmen must resign and go home and that they obtained signatures of all the workmen on the resignation letters under threat and duress and forcibly handed over some amount purported to be their legal dues. The workmen have never voluntarily resigned from the services. The management has not paid the workmen their legal dues including retrenchment compensation, notice pay, gratuity or leave wages. The Settlement dated 31-3-2005 is illegal, unjustified and bad in law which amounts to contracting out the statutory provisions of the law, which states that the agreement is arising out of the closure but in an event, provisions of Section 25-FFA, 25-FFF and 25-F of the Industrial Disputes Act have not been complied with as they adopted unfair labour practice to get rid of permanent workmen under the pretext of signing Memorandum of Settlement dated 31-3-2005 which was one sided and totally favouring the management. The forcible resignations of the workmen amount to the termination of the workmen from the services and therefore the Party I workmen are entitled for the relief claimed and in support thereof, he relied upon the cases of (i) **Maharashtra General Kamgar Union vs. Glass Containers Pvt. Ltd.**, 1983 ILLJ 326 Bom; (ii) **Industrial Perfumes Ltd. vs. Industrial Perfumes Workers**, (1998) II LLJ 1177 Bom; (iii) **Aroor Carpet Factories, Private vs. K. N. Henry and Ors**, AIR 1964 Ker 162.

13. Per contra, Ld. Adv. Shri M. S. Bhandodkar for the Party II has submitted that the reference speaks about the termination of services of 13 workmen from 31-3-2005, although there were 56 workmen. There is no evidence that the services of the workmen have been terminated and in fact it is not the case of the management that the factory has been closed but it has offered VRS scheme to all the workmen which was accepted by them vide Settlement dated 31-3-2005. The documents produced by the company clearly show that it was a case of voluntary retirement and that the service certificates have also been given to all the 56 workmen, including Party I which show the workmen have left of their own accord. The Memorandum of settlement along with annexure showing the list of workmen clearly indicate that the workmen have received gratuity, leave salary

and ex-gratia after they tendered resignations and accepted all the legal dues before arriving at the settlement and in support thereof, he relied upon the cases of (i) **The Chairman/Director, National Bureau of Plants Genetics Resources, New Delhi & Another vs. Shobha M. Dore & Others, 2013(5) LLN 164 (Bom.)**; (ii) **Raijibhai Bhikhabhai Parmar & Ors. vs. Reliance Industries Ltd. (Formerly known as Indian Petrochemicals Corporation Ltd.) & Anr., 2016 LLR 673.**

14. In fine, the substratum of controversy is whether the Party II terminated the service of the Party I workmen without complying the provisions of the Act or whether the Party I workmen along with other 43 workmen tendered their resignations and accepted voluntary retirement scheme floated by the company and thereby relinquished employer-employee relationship.

15. The Party I have examined Shri R. D. Mangueshkar, General Secretary of Goa Trade and Commercial Workers' Union who has filed affidavit incorporating the statement of claim filed by the Union. In the cross examination, he admitted that the present dispute pertains to alleged illegal termination of the 13 workmen, however he has not produced any termination letters nor examined any of the 13 workmen before the Court. There is also no dispute that out of 56 workmen, only 13 have raised the dispute on 02-03-2006 when the Settlement dated 31-3-2005 was signed by all the workmen including Party I workmen. He admitted that as per Exh. 20 colly, the case of the management was that the workmen have voluntarily accepted the VRS by submitting their resignations and also collected their legal dues. He however claimed that since the action of termination is illegal, the payment of any amount of dues is irrelevant. The Party I also examined Shri Rupesh Kothambikar, Assistant Labour Commissioner, Mapusa. He claimed that the Labour Inspector Shri Rony Pereira carried out inspection of Party II factory and told him that at the time of inspection, the factory was functioning in the name of Sigma Laboratories and there were 54 workers in the factory. Be that as it may, the case of Party I workmen that it was an illegal closure therefore falls flat.

16. The Party II examined its Manager, Mrs. Lourdes D'Souza who claimed that the employees have voluntarily resigned from the employment of the company and accepted VRS scheme and all the legal dues after signing a valid Settlement dated 31-3-2005 with the workers thereby severing their relationship. There is no dispute surviving between the workers and the company and that the present dispute has been raised only after

voluntarily resigning and accepting the benefits. She claimed that the undertaking of the Party II was permanently closed as per Settlement dated 31-3-2005. In the cross examination, she stated that the copies of settlement were given to all the authorities which was signed between the company and Adelphi Pharmaceuticals Kamgar Union and that after prolonged discussion between the employees and the Union, VRS scheme was signed with 56 workmen. She denied the suggestion that the Union had no authority to enter into any kind of understanding or settlement with the company on behalf of other workers and that the settlement is not a valid settlement. She also stated that they have calculated and paid to each of the 56 workmen their gratuity amount payable to individual workman and paid the cheques with the details of calculation including gratuity and that 75 days compensation includes gratuity and other benefits.

17. Be that as it may, the Party I have not disputed the Memorandum of settlement entered into between all the workmen and the management by which VRS scheme was extended to them and accepted by all. Exhibit 37 colly are the letters issued to the concerned authorities along with the settlement. The Memorandum of settlement was produced before all the authorities who have not objected to it nor have the workmen concerned raised any objection nor led any evidence about the shortcoming of the said settlement. A little peep into the Memorandum of settlement clearly shows that the Union along with the workers and the management after prolonged discussion agreed and entered into the terms of settlement by which all the workers tendered their resignations in writing. The letters of acceptance of resignation and receipts of full and final settlement of dues at Exh. 46 colly to 57 colly are pointer to that effect. The Party I workmen have received the agreed amount as per the said Memorandum of understanding at the rate of 75 days of amount for each completed years of service who were on the muster roll of the company as on 31-3-2005 including leave encashment of their privilege leave. The Annexure to the Settlement clearly shows that all the workmen have signed the annexure showing details of the calculation which was paid to them. The Service certificates at Exh. 61 colly of the Party I workmen are also indication of the fact that they have left the services on their own accord. None of the above documents including the Settlement and calculation have been disputed by Party I workmen, which clearly show that the workmen have been paid gratuity, leave salary and ex-gratia.

18. Needless to mention, the Party I have not challenged the Memorandum of settlement on the ground that it was bad in law or entered into by misrepresentation or fraud. The settlement has been signed on 31-3-2005, resignations were also tendered by all the workmen on 31-3-2005 and they were accepted on the same day and the amounts as per settlement were paid in April, 2005. There is nothing produced on record that the Party I workmen including other workmen were not paid as per the settlement. The workmen have also withdrawn the Provident Fund as shown in the Extract of Form-9 and the details of remittances produced by Shri Govind Sirsat at Exh. 70 and 71 respectively. He has stated that the workers have given the reason for withdrawing the Provident fund as 'Left' on 30-4-2005. They therefore cannot challenge the settlement once it is admitted by them that they have accepted the VRS scheme. It is well settled that if the workmen want to challenge the VRS compensation received by them by raising an industrial dispute, they will have to deposit the amount received towards VRS as held by the Apex Court in the case of **Raijibhai Bhikhabhai Parmar & Ors.**, supra. The Party I workmen have not deposited the amount of VRS received by them and have challenged the VRS scheme, which is not permissible and therefore, the reference itself is not maintainable.

19. The case of Party I workmen as per the schedule of reference is termination of services with effect from 31-3-2005 on which date the settlement was signed and that they have tendered resignation letters, which were accepted by the management. None of the workmen were examined by the Union to justify its case as per statement of claim. The evidence of witness, Shri R. D. Mangueshkar is irrelevant as he is neither attended the conciliation proceedings nor he knows the facts of the case. He is also not the employee of the company. Admittedly, the Memorandum of Settlement was signed on 31-3-2005 and the dispute was raised on 02-03-2006. The dispute has been raised after a delay of 11 months and no explanation is forthcoming as regards to the said delay. The undisputed documents produced by the management clearly show that the workmen including Party I workmen have accepted the VRS scheme floated by the company along with the dues and have even collected the Provident Fund, wherein it is stated that they have 'left' on their own. There is absolutely no evidence on record that the services of Party I workmen were terminated by Party II or that there is a closure of the establishment by Party II on 31-3-2005. None of the documents produced by Party I indicates that

it is a closure. The failure report dated 18-7-2006 at Exh. 20 shows that the workmen were disputing VRS scheme but the documents produced by the Party II clearly indicate that the Party I have accepted VRS scheme by submitting resignation letters and accepting the settlement.

20. Needless to mention, the documents including resignation letters, acceptance letters, receipts and the service certificates issued to Party I clearly show that a lumpsum amount has been paid to all the workmen including Party I workmen in April 2005 inclusive of gratuity. The Party I workmen therefore failed to show that the settlement is one sided, bad in law, illegal, unfair, unreasonable and amounts to contracting out the statutory provisions of law and that the management had used pressure tactics and has lured the workmen by giving them extra benefits and that it is an act of unfair labour practice adopted by the employer to get rid of the permanent workmen or that the company has not given voluntary retirement scheme or that the resignations were not given by the workmen on their own accord.

21. Once it is established by the management that the workmen have resigned from the services which was accepted and the amount has been paid to the workmen without any objection or that the resignations were not forcibly taken and that till date the resignation have not been withdrawn nor the amount received under VRS scheme is returned, it cannot be said that the settlement is one sided or illegal, more particularly when all the dues including ex-gratia have been paid to the workmen concerned. It is thus clear that the Party II have not terminated the service of the Party I workmen, on the contrary, the Party I workmen along with other 43 workmen have tendered their resignations and accepted voluntary retirement scheme floated by the company and thereby relinquished employer-employee relationship. The submissions and the reliance placed by learned Adv. Shri Suhaas Naik on the above citations turn on their own facts and therefore not applicable to the case at hand. It is therefore the Party I have failed to prove that their resignation letters were obtained under threat, duress, force and coercion and that they were forced to accept the amount or that they have not been paid correct dues or that the Settlement dated 31-3-2005 is illegal and unjustified. Hence, the above issues Nos. 1, 2, 3 and 4 are answered in the negative.

Issue No. 5:

22. The Party I have claimed that their termination of services which falls within provision of Section 2(o) of the Industrial Disputes Act, 1947

was without complying the provisions of Section 25 FFA, 25 FFF and 25-F of the I.D. Act and that it is illegal. The witness, Shri R. D. Mangueshkar has also stated that the action of termination of services is illegal and the payment of any amount is irrelevant. None of the workmen have been examined by Party I to prove the case of termination nor have any termination letters been produced. The documents produced on record show to the contrary. It is therefore, the Party I failed to prove that there was alleged termination of their services and that it was illegal. Hence, the issue No. 5 is answered in the negative.

Issue No. 6:

23. There is nothing on record that the Party I has no locus standi to raise the dispute from the documents produced by Shri R. D. Mangueshkar including letter along with resolution dated 5-10-2005 at Exh. 16 colly, letter addressed to Party II at Exh. 17, letter dated 12-1-2010 to office of the Commissioner, Labour at Exh. 18, letter dated 27-3-2007 addressed to the Secretary, Government of Goa at Exh. 19, the failure report dated 18-7-2006, minutes of conciliation dated 7-6-2006 at Exh. 20 colly, and the letter dated 23-4-2008 addressed to Commissioner of Labour at Exh. 21. The said documents clearly indicate that the Goa Trade and Commercial Workers' Union have locus standi to represent the workmen. It is therefore, the above issue is answered in the negative.

24. Pursuant to above discussions and the Party I having failed to prove the issues cast on it, I pass the following:

ORDER

- (i) It is hereby held that the management of M/s. Adelphi Pharmaceuticals, Thivim Industrial Estate, Karaswada, Mapusa, Goa, have not terminated the services of thirteen workmen mentioned in the reference with effect from 31-03-2005, on the contrary, the Party I workmen along with other workmen have voluntarily resigned from services by accepting their dues.
- (ii) The Party I/Workmen are therefore not entitled to any reliefs.
- (iii) No order as to costs.
- (iv) Inform the Government accordingly.

Sd/-

(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal
and Labour Court.

Department of Law & Judiciary

Law (Establishment) Division

Notification

No. 14/16/2019-LD (Estt.)/2434

The following Notification No. X(Gen)-1603/2019/1454 dated 13-11-2019 which has been issued by the High Court of Judicature at Bombay, Original and Appellate Side, is hereby published for general information of the public.

By order and in the name of the Governor of Goa.

Amir Y. Parab, Under Secretary (Law-Estt.).

Porvorim, 24th December, 2019.

Notification by the High Court of Judicature at Bombay Original and Appellate side

No. X(Gen)-1603/2019/1454

The following is the list of holidays fixed for the Courts and Offices of the High Court for the year 2020

High Court of Bombay and its benches at Nagpur and Aurangabad & High Court of Bombay at Goa, Panaji

Sr. No.	Occasion	Date on which the holidays fall in the year 2020	Day
1	2	3	4
1.	Chhatrapati Shivaji Maharaj Jayanti	19 February	Wednesday.
2.	Holi (2nd day)	10 March	Tuesday.
3.	Gudi Padwa	25 March	Wednesday.
4.	Mahavir Jayanti	06 April	Monday.
5.	Good Friday	10 April	Friday.
6.	Holiday	13 April	Monday.
7.	Dr. Babasaheb Ambedkar Jayanti	14 April	Tuesday.
8.	Maharashtra Day	01 May	Friday.
9.	Buddha Pournima	07 May	Thursday.
10.	Ramzan Id	25 May	Monday.
11.	Bakri-Id	01 August	Saturday.
12.	Independence Day	15 August	Saturday.
13.	Anant Chaturdashi	01 September	Tuesday.
14.	Mahatma Gandhi Jayanti	02 October	Friday.
15.	Id-E-Milad	30 October	Friday.
16.	Diwali Holidays	13 November to 21 November	Friday to Saturday.

1	2	3	4
17. Guru Nanak Jayanti	30 November	Monday.	
18. Christmas	25 December	Friday.	

The following Holidays have not been notified as they fall on 4th Saturday and Sundays:-

1. Republic Day	26 January, 2020.
2. Parsi New Year	16 August, 2020.
3. Ganesh Chaturthi	22 August, 2020.
4. Moharrum	30 August, 2020.
5. Dasara	25 October, 2020.

Note:

1. The High Court of Judicature at Bombay, Nagpur Bench, Nagpur.

will work on	observe holiday on
Saturday, 04 January, 2020	Wednesday, 26 August, 2020 ("Mahalaxmi/Gauri Pujan").

2. The High Court of Judicature at Bombay, Aurangabad Bench, Aurangabad.

will work on	observe holiday on
Saturday, 29 August, 2020	Wednesday, 26 August, 2020 ("Mahalaxmi/Gauri Pujan").
Saturday, 19 September, 2020	Thursday, 17 September, 2020 ("Marathwada Mukti Sangram Din").

3. The High Court of Bombay at Goa, Panaji.

will work on	observe holiday on
Tuesday, 01 September, 2020 ("Anant Chaturdashi")	Friday, 21 August, 2020 ("Hartalika").
Saturday, 07 November, 2020	Thursday, 3 December, 2020 ("Feast of St. Francis Xavier").

The office of the High Court of Bombay at Goa, Panaji will observe holiday on Saturday, 19 December, 2020 on account of "Goa Liberation Day".

Summer Vacation : From Friday, 08 May, 2020 to Saturday, 06 June, 2020 (both days inclusive).

Diwali Vacation : From Monday, 09 November, 2020 to Saturday, 21 November, 2020 (both days inclusive) (including Diwali Holidays from 13 November, 2020 to 21 November, 2020).

Christmas Vacation : From Wednesday 23 December, 2020 to Saturday 02 January, 2021 (both days inclusive).

4. During the Summer, Diwali and Christmas Vacations, the Offices on the original side will remain open daily from 11.00 a.m. to 5.00 p.m. except on Saturdays, Sundays and holidays. But no work, except of an urgent nature, will be received after 4.15 p.m.

The offices on the Appellate Side will also remain open daily from 11.00 a.m. to 5.00 p.m. except on Saturdays, Sundays and holidays during the Summer, Diwali and Christmas Vacations. The Offices will however, remain closed for filing of Judicial matters, except the following:-

- Criminal cases.
- Applications in Civil Cases seeking urgent relief.
- Matters to which the provisions of Section 4 of the Limitation Act, 1963, are not applicable.

By order of the Honourable the Chief Justice.

High Court of Judicature at *Surendra P. Tavade*,
Bombay, 13th November, 2019 Registrar General.

Court of the Principal District & Sessions Judge, North Goa

No. DSC/HOL/121/2019/13158

Approved List of Holidays and Vacations for the Year 2020 for the District and Subordinate Courts in the North Goa District

Sr. No.	Holidays	Date	Days of the week
1	2	3	4
01.	New Year Day	01-01-2020	Wednesday.
02.	Chhatrapati Shivaji Maharaj Jayanti	19-02-2020	Wednesday.
03.	Mahashivratri	21-02-2020	Friday.
04.	Holi	10-03-2020	Tuesday.
05.	Gudi Padava	25-03-2020	Wednesday.
06.	Shree Ram Navami	02-04-2020	Thursday.
07.	Maundy Thursday	09-04-2020	Thursday.
08.	Good Friday	10-04-2020	Friday.

1	2	3	4
09.	Dr. Babasaheb Ambedkar Jayanti (*)	14-04-2020	Tuesday.
10.	May Day (*)	01-05-2020	Friday.
11.	Ramzan-Id/Id-UL-Fitr (**)	25-05-2020	Monday.
12.	Id-UL-Zuha (Bakri Id) (**)	01-08-2020	Saturday.
13.	Janmashtami	11-08-2020	Tuesday.
14.	Independence Day (*)	15-08-2020	Saturday.
15.	Hartalika	21-08-2020	Friday.
16.	Mahatma Gandhi Jayanti	02-10-2020	Friday.
17.	Id-e-Milad (**)	30-10-2020	Friday.
18.	Dhantrayodashi/ /Diwali/Bhaubeej	13-11-2020 to 19-11-2020	Friday to Thursday.
19.	Feast of St. Francis Xavier	03-12-2020	Thursday.
20.	Feast of Immaculate Conception	08-12-2020	Tuesday.
21.	Goa Liberation Day (*)	19-12-2020	Saturday.
22.	Christmas Eve	24-12-2020	Thursday.
23.	Christmas Day (*)	25-12-2020	Friday.
No days have been proposed as holidays on account of			
(1)	Republic Day (*)	26-01-2020	Sunday.
(2)	Ganesh Chaturthi (First Day) (*)	22-08-2020	4th Saturday.

Summer Vacation

From: 08-05-2020 to 06-06-2020 (Both days inclusive).

Winter Vacation

From: 23-12-2020 to 31-12-2020 (Both days inclusive).

Note:-

1. Please note that the Hon'ble High Court has clarified that the notified holidays and vacations are likely to be modified in near future as per the recommendations of Shetty Commission and directions issued by the Hon'ble Supreme Court of India in Writ Petition No. 1022/89 (All India Judges' Association Vs. Union of India and others).

2. (*) The holidays at Sr. Nos. 9, 10, 14, 21 and 23 are paid holidays for daily rated staff if they are in service on the preceding and the succeeding working days and also at Sr. No. 1 and 2 of the list of holidays that have not been proposed on account of Sunday and 4th Saturday.

3. (**) The holidays at Sr. Nos. 11, 12 and 17 will be availed on the days the Government of Goa declares public holidays.

Irshad Agha, Principal District Judge and Sessions Judge, North Goa, Panaji.

Panaji, 13th December, 2019.

District & Sessions Court, South Goa

No. DSC/MAR/HOL-69/2019/12245

List of Holidays and Vacations for the Year 2020 for the District and Subordinate Courts in South Goa District

Sr. No.	Holidays	Date	Days of the week
1	2	3	4
01.	New Year Day	01-01-2020	Wednesday.
02.	Chhatrapati Shivaji Maharaj Jayanti	19-02-2020	Wednesday.
03.	Mahashivratri	21-02-2020	Friday.
04.	Holi	10-03-2020	Tuesday.
05.	Gudi Padava	25-03-2020	Wednesday.
06.	Shree Ram Navami	02-04-2020	Thursday.
07.	Maundy Thursday	09-04-2020	Thursday.
08.	Good Friday	10-04-2020	Friday.
09.	Dr. Babasaheb Ambedkar Jayanti (*)	14-04-2020	Tuesday.
10.	May Day (*)	01-05-2020	Friday.
11.	Ramzan-Id/Id-UL-Fitr (**)	25-05-2020	Monday.
12.	Id-UL-Zuha (Bakri Id) (**)	01-08-2020	Saturday.
13.	Janmashtami	11-08-2020	Tuesday.
14.	Independence Day (*)	15-08-2020	Saturday.
15.	Hartalika	21-08-2020	Friday.
16.	Mahatma Gandhi Jayanti	02-10-2020	Friday.
17.	Id-e-Milad (**)	30-10-2020	Friday.
18.	Diwali Holidays (Dhantrayodashi/ /Diwali/Bhaubeej)	13-11-2020 to 19-11-2020	Friday to Thursday.
19.	Feast of St. Francis Xavier	03-12-2020	Thursday.
20.	Feast of Immaculate Conception	08-12-2020	Tuesday.
21.	Goa Liberation Day (*)	19-12-2020	Saturday.
22.	Christmas Eve	24-12-2020	Thursday.
23.	Christmas Day (*)	25-12-2020	Friday.

No days have been proposed as holidays on account of

(1) Republic Day (*)	26-01-2020	Sunday.
(2) Ganesh Chaturthi (First Day) (*)	22-08-2020	4th Saturday.

Summer Vacation

From: 08-05-2020 to 06-06-2020 (Both days inclusive).

Winter Vacation

From: 23-12-2020 to 31-12-2020 (Both days inclusive).

Note:-

1. Please note that the Hon'ble High Court has clarified that the notified holidays and vacations are likely to be modified in near future as per the recommendations of the Hon'ble Justice Shetty Commission and directions issued by the Hon'ble Supreme Court of India in Writ Petition No. 1022/89 (All India Judges' Association Vs. Union of India and others).

2. (*) The holidays at Sr. Nos. 9, 10, 14, 21 and 23 of the list are paid holidays for daily rated staff if they are in service on the preceding and the succeeding working days and so also at Sr. No. 1 and 2 of the list of holidays that have not been proposed on account of Sunday and 4th Saturday.

3. (**) The holidays at Sr. Nos. 11, 12 and 17 of the list will be availed on the days the Government of Goa declares public holidays.

B. P. Deshpande, Principal District & Sessions Judge, South Goa, Margao.

Margao, 12th December, 2019.

Department of Personnel**Order**

No. 13/30/2016-PER/3909

The Governor of Goa is pleased to grant extension in service to Shri Deelip M. Dhavalikar, Superintending Engineer posted as Chief General Manager on deputation in Sewerage & Infrastructural Development Corporation of Goa Limited for a period of one year beyond the age of his superannuation w.e.f. 01-01-2020 to 31-12-2020 in public interest. This order is subject to Vigilance Clearance, concurrence of Finance Department and approval of Council of Ministers.

The extension is further subject to termination without assigning any reasons during the period of extension.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).
Porvorim, 31st December, 2019.

Order

No. 2/1/2001-PER(Part-IV)/3907

Read: Order No. 2/1/2001-PER(Part-IV)/007 dated 01-01-2019.

The term of Shri Sharad G. Marathe, as Ombudsman, appointed vide order read in preamble, is further extended for a period of one year w.e.f. 07-01-2020 to 06-01-2021 in terms of Clause (b) of sub-rule (2) of Rule 3 of the Goa Government Employees (Redressal of Grievances Forum) Scheme, 2001 as amended.

By order and in the name of the Governor of Goa.

Maya Pednekar, Under Secretary (Personnel-II).
Porvorim, 30th December, 2019.

Department of Public Health**Order**

No. 44/100/2012-I/PHD/Part I/2825

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM//II/12/24(5)/2017/267 dated 02-12-2019, the Government is pleased to declare satisfactorily completion of probation period as well as Confirmation of following Doctors in the post of Public Health Dentist under the Directorate of Health Services as under:-

Sr. No.	Name of the officer	Date of joining in regular service as "Public Health Dentist"	Date of completion of probation period	Confirmed in the post of
1	2	3	4	5
1.	Dr. Shishir Kamat	30-05-2016	29-05-2018	Public Health Dentist.
2.	Dr. Swati Sidhesh Gauns	31-10-2016	30-10-2018	Public Health Dentist.

1	2	3	4	5
3.	Dr. Eesha Yeshwant Prabhu Gaunker	31-10-2016	30-10-2018	Public Health Dentist.
4.	Dr. Priyanka Dattaraj Mayenkar	31-10-2016	30-10-2018	Public Health Dentist.

By order and in the name of the Governor of Goa.

Ajit S. Pawaskar, Joint Secretary (Health).

Porvorim, 23rd December, 2019.

Order

No. 7/1/2013-I/PHD/2720

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/56(1)/2017/246 dated 06-11-2019, Government is pleased to promote the following Food Safety Officers to the post of Senior Food Safety Officer under Directorate of Food & Drugs Administration (Group "B" Non-Gazetted), Bambolim on regular basis in the Level 6 of Pay Matrix (PB-2 Rs. 9,300-34,800/- +GP: Rs. 4,200/-) and other allowances to be fixed as per rules with immediate effect:-

1. Smt. Flavia Rita de Souza.
2. Shri Rajaram P. Patil.
3. Shri Shailesh R. Shenvi.
4. Smt. Priya A. Desai.
5. Shri Shivdas S. Naik.
6. Smt. Shradha A. Khutkar.

The above officers shall be on probation for a period of 02 years with effect from the date of joining.

The promotion is made against the vacancy occurred due to creation of the posts vide Order No. 7/2/2017-I/PHD(C)/1597 dated 28-06-2019.

By order and in the name of the Governor of Goa.

Ajit S. Pawaskar, Joint Secretary (Health).

Porvorim, 23rd December, 2019.

Order

No. 44/59/2018-I/PHD/2827

Government is pleased to accept the resignation tendered by Dr. Siddhi Gaunekar, Medical Officer attached to Sub District Hospital, Ponda under Directorate of Health Services and she is hereby relieved from the said post of Medical Officer under Directorate of Health Services with immediate effect.

By order and in the name of the Governor of Goa.

Ajit S. Pawaskar, Joint Secretary (Health).

Porvorim, 24th December, 2019.

Order

No. 4/14/2003-II/PHD/Part 3/2233

On the recommendation of Goa Public Service Commission conveyed vide their letter No. COM/II/12/30(1)/2015/265 dated 02-12-2019, the Government is pleased to declare Dr. Manasi Prabhudessai, Lecturer, Department of Ophthalmology, Goa Medical College as having satisfactorily completed her probation period of two years w.e.f. 01-02-2017 to 31-01-2019, and to confirm her in the post of Lecturer, Department of Ophthalmology in Goa Medical College, Bambolim, with effect from the date of completion of her probation period.

By order and in the name of the Governor of Goa.

Trupti B. Manerker, Under Secretary (Health).

Porvorim, 26th December, 2019.

Order

No. 44/10/2017-I/PHD/2830

Government is pleased to transfer Dr. Sruti Naik Dessai, Medical Officer from the Primary Health Centre, Sanguem to Urban Health Centre, Margao under Directorate of Health Services against the post of Medical Officer vacant due to acceptance of the voluntary retirement tendered by Dr. Christopher D'Mello, at her own request.

By order and in the name of the Governor of Goa.

Ajit S. Pawaskar, Joint Secretary (Health).

Porvorim, 30th December, 2019.

Notification

No. 9/1/2018-III/PHD/Part/2231

In exercise of the powers conferred by sub-clause (ii) of Clause (I) of Section 2 of the Mental Healthcare Act, 2017 (Central Act No. 10 of 2017), and with the

concurrence of the High Court of Bombay, at Goa, conveyed vide letter No. A.1239/2019/2765 dated 06-11-2019, the Government of Goa, hereby empowers all Judicial Magistrates First Class in the State of Goa to perform the functions of a Magistrate under the said Act.

This Notification shall come into force with immediate effect.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Health-I).
Porvorim, 27th December, 2019.

Department of Town & Country Planning

Office of the Chief Town Planner (Planning)

Order

No. 17/01/TCP-UD/2015-16/Part/3585

The following transfers of officers in the Town and Country Planning Department is issued in public interest as detailed below:-

Sr. No.	Name of the officer and designation	Present posting	Proposed posting
1	2	3	4
1.	Ms. Vertika Dagur, Town Planner	Member Secretary, Mormugao PDA, Vasco	Member Secretary, South Goa PDA, Margao.
2.	Shri Vinod Kumar Chandra, Town Planner	Town & Country Planning Dept. (HQ), Panaji/Mormugao Taluka Office, Vasco	Member Secretary, Mormugao PDA, Vasco.
3.	Shri Sandip P. Surlakar, Dy. Town Planner	Town & Country Planning Dept., North Goa District Office, Mapusa	Town & Country Planning Dept., Ponda Taluka Office.
4.	Shri Anand Deshpande, Dy. Town Planner	Town & Country Planning Dept. (HQ), Panaji	Town & Country Planning Dept., Pernem Taluka Office/ /GIDC (additional charge).
5.	Shri K. Ashok Kumar, Dy. Town Planner	Member Secretary, South Goa PDA, Margao	Town & Country Planning Dept., Quepem Taluka Office/ /Canacona Taluka Office (additional charge).
6.	Shri Prakash P. Bandodkar, Dy. Town Planner	Town & Country Planning Dept., Pernem Taluka Office/GIDC (additional charge)	Town & Country Planning Dept., North Goa District Office, Mapusa.
7.	Shri R. N. Volvoikar, Dy. Town Planner	Town & Country Planning Dept. (HQ), Panaji	Town & Country Planning Dept., Bicholim Taluka Office.
8.	Shri Sanjay Halornekar, Dy. Town Planner	Town & Country Planning Dept., Ponda Taluka Office	Town & Country Planning Dept. (HQ), Panaji.
9.	Shri Ritesh Shirodkar, Dy. Town Planner	Town & Country Planning Dept., South Goa District Office, Margao	Town & Country Planning Dept. (HQ), Panaji.
10.	Shri Manguirish Verenkar, Dy. Town Planner	Town & Country Planning Dept., Quepem Taluka Office/Canacona Taluka Office (additional charge)	Town & Country Planning Dept., South Goa District Office, Margao.

1	2	3	4
11.	Shri Zaidev R. Aldonkar, Dy. Town Planner	Town & Country Planning Dept., Bicholim Taluka Office	Town & Country Planning Dept. (HQ), Panaji/Mormugao Taluka Office (additional charge).

The officers are hereby directed to join their new place of posting with immediate effect without availing joining time.

The officers shall complete handing over and taking over process with immediate effect and submit compliance.

By order and in the name of the Governor of Goa.

Daulat Hawaldar, IAS, Comm./Secretary (TCP).

Panaji, 31st December, 2019.



Department of Transport

Directorate of Transport

Order

No. 5/2/93-Tpt/2019/4347

The following Assistant Directors of Transport (Group 'B' Gazetted) are hereby transferred on administrative grounds and in public interest:-

Sr. No.	Name of the Assistant Director of Transport	Present posting	Posting on transfer
1.	Shri Abhay S. Naik	A.D.T., Vasco	A.D.T., Dharbandora.
2.	Shri Ramkrishna @ Rajesh B. Naik	A.D.T., Mapusa	A.D.T., Vasco.
3.	Shri Madan S. Fatarpekar	A.D.T., Ponda	A.D.T., Mapusa.
4.	Shri Rajesh G. Naik	A.D.T., Dharbandora	A.D.T., Ponda.

The above Assistant Directors of Transport are hereby directed to join the new place of posting on 01-01-2020 and complete handing over/taking over formalities accordingly.

The said officers shall not avail joining period or any type of leave till they assume charge at the new place of posting.

By order and in the name of the Governor of Goa.

Rajan Satardekar, Director & ex officio Joint Secretary (Transport).

Panaji, 27th December, 2019.

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